



Civil Resolution Tribunal

Date Issued: June 15, 2022

File: SC-2021-009750

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sebo v. Roy*, 2022 BCCRT 700

BETWEEN:

PETER SEBO

APPLICANT

AND:

SOL ROY

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Andrea Ritchie, Vice Chair

INTRODUCTION

1. This dispute is about a damage deposit in a roommate situation. The applicant, Peter Sebo, rented a room from the respondent, Sol Roy. Mr. Sebo claims the return of his \$300 damage deposit, plus \$300 for his time spent pursuing his claims.
2. Mr. Roy says Mr. Sebo is not entitled to the deposit's return because Mr. Sebo did not provide sufficient notice when he moved out.

3. The parties are each self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
5. Section 39 of the CRTA says that the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary.
6. Section 42 of the CRTA says that the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute, the CRT may order a party to do or stop doing something, pay money, or make an order that includes any terms or conditions the CRT considers appropriate.
8. Generally, the CRT does not take jurisdiction over residential tenancy disputes, as these are decided by the Residential Tenancy Branch (RTB). However, the *Residential Tenancy Act* (RTA) does not apply here because the RTB refuses jurisdiction over roommate disputes like this one. Therefore, I find this dispute is within the CRT's small claims jurisdiction, as set out in section 118 of the CRTA.

ISSUE

9. The issue in this dispute is whether Mr. Sebo is entitled to the return of his \$300 damage deposit.

EVIDENCE AND ANALYSIS

10. In a civil claim such as this, the applicant Mr. Sebo must prove his claims on a balance of probabilities (meaning “more likely than not”). While I have read all of the parties’ submitted evidence and arguments, I have only addressed those necessary to explain my decision. I note Mr. Roy did not provide any evidence, despite having the opportunity to do so.
11. Mr. Roy advertised a furnished room for rent on Craigslist for \$600 per month, including wireless internet and utilities. On March 8, 2021, the parties agreed Mr. Sebo would move into the room on April 1, 2021 on a month-to-month tenancy. On March 9, 2021, Mr. Sebo paid a \$300 damage deposit to Mr. Roy. The parties did not have a written agreement. None of this is disputed.
12. Mr. Sebo says Mr. Roy did not disclose important facts about the home before Mr. Sebo moved in, including that the shared spaces were monitored by security camera, a cat lived in the home, and that Mr. Roy’s child stayed at the home several times a week. Mr. Sebo also says the living conditions created by Mr. Roy were unsafe. As a result, Mr. Sebo says the parties agreed in early May that Mr. Sebo would vacate the home at the end of that month. There is no allegation Mr. Sebo caused any damage to the home.
13. Mr. Roy does not specifically address Mr. Sebo’s allegations, except to say that Mr. Sebo is lying. Mr. Roy does not deny the parties agreed Mr. Sebo would move out by June 1, 2021. However, Mr. Roy says Mr. Sebo failed to give one month’s notice, so he is entitled to keep the damage deposit.
14. I find Mr. Roy must return Mr. Sebo’s \$300 damage deposit. First, there is no specific agreement between the parties about any mandatory notice period before moving

out. Second, even if there was a one month's notice requirement as vaguely alleged by Mr. Roy, I find the parties mutually agreed Mr. Sebo would move out sooner than that. Therefore, I find Mr. Roy waived his right to any specific notice period.

15. As noted, there is no allegation Mr. Sebo damaged the home. Therefore, I find he is entitled to the deposit's full return.
16. I note Mr. Roy alleges Mr. Sebo damaged his car's tires. Mr. Roy did not file any counterclaim against Mr. Sebo. So, I find that issue is not before me, and I make no findings about it.
17. Mr. Sebo is entitled to pre-judgment interest under the *Court Order Interest Act* (COIA) on the \$300. Calculated from June 1, 2021 to the date of this decision, this equals \$1.40.
18. Under section 49 of the CRTA, and the CRT rules, a successful party is generally entitled to the recovery of their tribunal fees and dispute-related expenses. I see no reason to deviate from that general rule. As Mr. Sebo was successful, I find he is entitled to reimbursement of the \$50 he paid in tribunal fees.
19. As for his time, Mr. Sebo says he spent about 20 hours dealing with this dispute, and claims \$300 as reimbursement. Mr. Sebo did not provide any evidence about the value of his time. Generally, time spent by a party on litigation is not recoverable as damages, though it may be recoverable as "costs" (see: *Rossmore Enterprises Ltd. v. Ingram*, 2013 BCSC 894 at paragraph 48). The CRT does not award costs, but time spent may be considered a dispute-related expense.
20. The CRT rules say that compensation for "time spent" is usually not awarded except in extraordinary cases. This was a straightforward debt claim, and I find extraordinary circumstances do not exist. I dismiss Mr. Sebo's claim for time spent.

ORDERS

21. Within 21 days of the date of this decision, I order the respondent, Sol Roy, to pay the applicant, Peter Sebo, a total of \$351.40, broken down as follows:
 - a. \$300 in debt,
 - b. \$1.40 in pre-judgment interest under the *Court Order Interest Act*,
 - c. \$50 in tribunal fees.
22. Mr. Sebo is also entitled to post-judgment interest, as applicable.
23. Under section 48 of the CRTA, the CRT will not provide the parties with the order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the CRT's final decision.
24. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. A CRT order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Andrea Ritchie, Vice Chair